

Staff Summary Report



Council Meeting Date: 08/14/08

Agenda Item Number: _____

SUBJECT: Request approval of an addendum to a professional services contract with Environmental Planning Group, Inc. (EPG) for the design of a multi-use path at the Western Canal.

DOCUMENT NAME: 20080814PWDR03 TRANSPORTATION PLANNING (1101-01)
PROJECT NO. 6000421

SUPPORTING DOCS: Yes.

COMMENTS: Total addendum not to exceed \$196,850.

PREPARED BY: DONNA RYGIEL, ENGINEERING CONTRACT ADMIN. (x8520)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6000421.

RECOMMENDATION: Approve addendum.

ADDITIONAL INFO: This addendum provides for additional services required to complete the design for the Western Canal multi-use path. Services include coordination with and approval of the design by Salt River Project, additional structural calculations and post-design services including construction administration.

The fee was negotiated by staff and is considered reasonable for the scope of services. The original contract amount was \$434,757. The previous addendum was for the amount of \$184,580. This addendum will increase the total contract amount to \$816,187.



8075068

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDENDUM NO. 2
To Contract for Professional Services for the Western Canal Multi-Use Path

PROJECT NO. 6000421

PROJECT NAME: WESTERN CANAL MULTI-USE PATH

This Addendum made and entered into on the 14th day of August 2008, by and between the City Of Tempe, a municipal corporation, ("City") and Environmental Planning Group, Inc., ("Consultant").

RECITALS:

- A. The parties hereto entered into that certain Contract for Professional Services on or about March 3, 2005 ("Contract"), defining certain rights and obligations between the parties in order to design a 5.7 mile multi-use path.
- B. The parties desire to further define their respective rights and obligations with respect to the services of the Consultant, period of service and compensation.
- C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, and that this addendum be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

I. The Consultant shall provide additional services, as described in Exhibit "A" attached hereto and incorporated herein by this reference.

II. The Consultant shall proceed with the work immediately upon execution of this Addendum and all services shall be completed by December 31, 2009.

III. For services described herein, the method of payment shall be payment by installments. Total compensation for services performed shall not exceed \$196,850.00, which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services. This fee includes an allowance of \$8,000.00 for reimbursable expenses, which in no event will ever be more than actual cost.

Cost Analysis:	<u>Professional Services</u>	<u>Reimbursables</u>	<u>Total</u>
Initial Contract Amount	\$406,696.50	\$28,060.50	\$434,757.00
Previous Addenda	\$179,155.19	\$5,424.81	\$184,580.00
This Addendum	\$188,850.00	\$8,000.00	\$196,850.00
NEW CONTRACT AMOUNT			\$816,187.00

All other provisions of the Contract not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

Western Canal Multi-Use Path
Project No. 6000421

DATED this _____ day of _____, 2008.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

The CONSULTANT warrants that the person who is signing this Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONSULTANT
Environmental Planning Group, Inc.

By: _____
Name

Title

Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A

4141 NORTH 32nd STREET
SUITE 102
PHOENIX, ARIZONA 85018

602 956-4370
602 956-4374

www.epgaz.com

June 16, 2008

Mark Weber, P.E.
Principle Civil Engineer
City of Tempe Public Works Department
Engineering Division
31 East Fifth Street
Tempe, AZ 85281

**RE: Change Order Request #2
Western Canal Multi-Use Path Project, Project No. 6000421**

Dear Mark:

As we have discussed, EPG has been required to perform additional services in order to complete the design for the Western Canal Multi-Use Path Project (Project). The additional effort to complete the design includes coordination with and approval of the design by SRP ensuing multiple revisions to the plans, attendance at additional project coordination meetings, and an extended duration of the project schedule resulting in additional effort to manage the project; and additional structural calculations required for City approval. Also, we have been asked to provide an additional reimbursable expenses allowance for printing and additional construction administration services including attendance at monthly coordination meetings; site visits; and pre-final and final walkthroughs during construction that were not included in our original scope and fees for the Project. Based on this effort, we are requesting an increase in fees in the amount of **\$196,850**, and a contract time extension to December 31, 2009. This time extension is based on the anticipated completion of the design by August 2008, a 12-month construction period, and two months to complete as-built drawings and close-out the contract. Below is a detailed description of these additional services.

This adjustment will increase our total contract amount for the Project from \$619,337 to \$816,187, and bring our total contract amount (including conceptual design; public involvement; coordination with the public artist, CM@Risk contractor and SRP; final design and permitting; and construction administration services to approximately 7.8% of the budgeted construction amount of \$10,500,000.

Additional Coordination with SRP

As you are aware, EPG, together with our project team and City staff, have been working closely to develop a design that meets SRP's requirements. Through this effort, beginning with our initial project team site visit, we have proactively requested design criteria from SRP to guide the development of the design, and have successfully developed a design that meets SRP Water, Land, and Distribution Division requirements. Based on our latest conversations with SRP staff, we believe we are also now close to receiving approval for the design from their Transmission Division; however, receiving this approval has not been a straightforward process.

Three major transmission lines (a 500kV, 230kV, and 69kV) run along the east-west section of the multi-use path corridor from Ken McDonald Golf Course to Price Road. SRP has emphasized the need for continual access to these transmission lines in order to maintain service to their customers. At the beginning of the project EPG and the City met with SRP to identify their requirements related to design of the Western Canal Multi-Use Path and associated landscaping with respect to these

transmission line corridors. We prepared plans for the pathway based on these requirements, and the design was submitted to SRP for review. Additional requirements were then identified by SRP requiring significant modifications to the design. This process has continued over and over through numerous submittals. It should be noted that EPG has made numerous attempts throughout this process to minimize the impacts of these revisions to the design and construction costs, and the schedule of the project, including seeking approval from SRP before moving to the next phases of the project, preparing roll plots and exhibits of design revisions rather than full plan updates for submittal and review by SRP, and managing the process to minimize changes to the work of our subconsultants. This additional effort to meet SRP's requirements has resulted in:

- multiple revisions to path alignments and light pole layout
- multiple revisions to the grading design to accommodate SRP access
- multiple revisions to path nodes and paving designs
- multiple and major revisions to the planting design
- multiple detailed calculations of light pole clearances
- attendance at numerous coordination meetings with SRP, city staff, and the CM@Risk contractor
- additional coordination with the CM@Risk Contractor
- additional production of exhibits and plan sets
- additional project coordination due to the extended schedule of the project

The fees for these numerous changes and additional services are:

EPG	\$71,831
Dibble	\$22,379
Wright Engineering	\$3,000
Total	97,210

Additional Structural Calculations

EPG had previously scoped the structural design of the protective fencing for the golf course; however, additional structural design and associated calculations were required by the City of Tempe's Development Services Department for the gabion retaining walls, gong dong, boulder retaining walls, free standing walls over 4 feet in height, and the barrier fencing over 4 feet in height in order to receive plan approval and permits. The structural design for these services was provided by Hilfiker Retaining Walls and T.Y. Lin International. Their fees for the additional structural design and calculations are as follow (see attached contracts with Hilfiker and T.Y. Lin respectively):

Hilfiker Retaining Walls	\$3,000 (gabion retaining walls)
T.Y. Lin International	\$3,000 (gong dong, barrier fences, boulder retaining walls)
Total	\$6,000

Additional Printing

As you are aware, when we first negotiated our contract for the Project with the City, EPG was directed by Joe Wise, the City Project Manager, to eliminate most of the reimbursable expenses for printing from our contract with the understanding that the City would pay for the printing directly at a lower cost. Per your direction, with this letter we are requesting an additional \$8,000 allowance to cover additional reimbursable expenses for printing.

Additional Construction Administration Services

EPG's current contract for construction administration services includes assisting the City and CM@Risk Contractor during the bidding and construction of the project with the following services:

- Attend Pre-bid conference at City Hall
- Respond to Requests for Information (RFIs) during bidding and construction
- Attend meetings with the City Design Committee to review sub-contractor bids
- Review shop drawings
- Review sub-contractor submittals and plant material
- Prepare record drawings from Contractor's marked-up field set
- Coordinate all of above activities with the CM@Risk Contractor

It should also be noted that the estimated fees for these original services were based on 2005 billing rates. Although anticipated, per the direction of Joe Wise, site visits during construction, pre-final walkthroughs, and final walkthroughs (with associated coordination and documentation) were not included in our original scope of work, and were to be billed on a time and materials basis or negotiated during the construction period of the project.

This letter requests additional services for EPG and our subconsultants (Dibble Engineering, Carl Kominsky Landscape Architect, and Wright Engineering) to attend project coordination meetings/site visits and the pre-final and final walkthroughs (with associated coordination and documentation). These additional services assume the following:

- The City/Construction Manager will be responsible for daily observations;
- EPG and our sub-consultants will make observations only during scheduled or discretionary visits;
- inspections, materials testing, permitting and requests for payment are excluded from the scope of these additional services;
- the key assumptions from our original scope of work dated February 4, 2005, remain the same.

The fees for these additional services are as follows:

EPG	\$56,060	(20 site visits, pre-final, and final walkthrough)
Dibble	\$8,900	(6 site visits, pre-final, and final walkthrough)
CKLA	\$15,360	(9 site visits, pre-final, and final walkthrough)
Wright engineering	\$5,320	(4 site visits, pre-final, and final walkthrough)
Total	85,640	

We appreciate the opportunity to work with the City on this unique and challenging project. Please call me if you have any questions regarding this request.

Sincerely,



Scott C. Peters, RLA, ASLA
Director/Senior Landscape Architect

EPG Cost Estimate for
 Project Name: City of Tempe, Western Canal Multi-Use Path
 June 17, 2008

Change Order No. 2

Scope of Service Item	Principal/ Project Manager	Sr. Landscape Architect	Landscape Architect/ Planner	Landscape Designer	Admin.	Acct. / Clerical	TOTAL Labor- hours	TOTAL COSTS
Additional Printing								
Expenses								\$ 8,000.00
Task 4 Subtotal								\$ 8,000.00
Task V – Additional Coordination with SRP								
Revisions to Alignment and Nodes	187	65	118	292	22	72	756	\$ 70,867.00
Labor-hour Subtotal	187	65	118	292	22	72	756	\$ 70,867.00
Expenses								\$ 994.00
Task 5 Subtotal								\$ 71,831.00
Task 11 – Additional Construction Administration								
Site Visits and Coordination Meetings (20)	172			272	24	48	516	\$ 48,236.00
Pre-Final Walkthrough	16			16			32	\$ 3,440.00
Final Walkthrough	8			12			20	\$ 1,960.00
Labor-hour Subtotal	196	0	0	300	24	48	558	\$ 53,636.00
Expenses								\$ 2,424.00
Task 11 Subtotal								\$ 56,060.00
Total EPG Costs								
Total Labor-hours	383	65	118	592	46	120	1,324	
Labor Rate	\$ 155.00	\$ 120.00	\$ 86.00	\$ 60.00	\$ 105.00	\$ 57.00		
Total Labor	\$ 59,365.00	\$ 7,800.00	\$ 10,148.00	\$ 35,520.00	\$ 4,830.00	\$ 6,840.00		\$ 124,503.00
Total Expenses								\$ 11,388.00
TOTAL COSTS								\$ 135,891.00
Consultant Costs								
Consultant: Dibble & Associates (Civil Engineering/Survey)								\$ 31,279.00
Consultant: Carl Kominisky Landscape Architect (Irrigation Designer)								\$ 15,360.00
Consultant: Wright Engineering Electrical Engineering								\$ 8,320.00
Consultant: Hilfiker (Structural Engineering)								\$ 3,000.00
Consultant: T.Y. Lin International (Structural Engineering)								\$ 3,000.00
Total Consultant Costs								\$ 60,959.00
TOTAL CHANGE ORDER AMOUNT								\$ 196,850.00
ORIGINAL CONTRACT AMOUNT								\$ 619,337.00
TOTAL CONTRACT AMOUNT								\$ 816,187.00

Dibble Cost Estimate for

Project Name: City of Tempe, Western Canal Multi-Use Path
Additional Services for Add'l SRP Coordination, Construction Admin

June 17, 2008

Scope of Service Item	Project Manager	Engineer	Assistant Engineer	CAD Technician	TOTAL MAN-HOURS	TOTAL COSTS
Task 1 – Additional SRP Coordination						
1.1 Additional SRP Coordination	24	84		110	218	\$22,120.00
Manhour Subtotal						
Direct Costs Subtotal	24	84	0	110	218	\$22,120.00
Task x Subtotal						\$259.00
Task 2 – Construction Administration						
2.1 Construction Administration	8	48	8	13	77	\$8,640.00
Manhour Subtotal						
Direct Costs Subtotal	8	48	8	13	77	\$8,640.00
Task xx Subtotal						\$260.00
Total Dibble Costs						
Total Manhours	32	132	8	123	295	
Hourly Rate	\$135.00	\$120.00	\$95.00	\$80.00		
Total Salary Costs	\$4,320.00	\$15,840.00	\$760.00	\$9,840.00		\$30,760.00
Total Direct Costs						\$519.00
TOTAL Dibble COSTS						\$31,279.00

CKLA Cost Estimate for
Project Name: City of Tempe, Western Canal Multi-Use Path
Additional Construction Administration Services

Scope of Service Item	Landscape Architect	IRRIG DES 2/ CADD 2	CLERICAL	TOTAL MAN- HOURS	TOTAL COSTS
Task 11 – Construction Administration					
11.8 Site Visits (9)	90	48		138	\$ 11,340.00
11.9 Pre-final Walkthrough	20			20	\$ 1,880.00
11.10 Final Walkthrough	10			10	\$ 940.00
Labor hour Subtotal	120	48	0	168	\$ 14,160.00
Expenses					\$ 1,200.00
Task 11 Subtotal					\$ 15,360.00
Total CKLA Costs					
Total Labor-hours	120	48	0	168	
Loaded Labor Rate	\$ 94.00	\$ 60.00	\$ 30.00		
Total Labor Costs with Profit	\$ 11,280.00	\$ 2,880.00	\$ -		\$ 14,160.00
Total Expenses					\$ 1,200.00
TOTAL COSTS	\$ 11,280.00	\$ 2,880.00	\$ -		\$ 15,360.00

K.D.C.

Design **Fee Schedule**

6/17/2008

Task:	Principal	Proj. Engineer	Elect. Designer	Admin. Staff	Total
	\$ 110	\$ 95	\$ 75	\$ 35	
Additional Construction Administration Services					
1 Site Progress Inspections (4 Total)		32			
2 Pre-Final Walkthrough with Write-Up		16			
3 Final Walkthrough with Write-Up		8			
	0	56	0	0	56
	\$ -	\$ 5,320	\$ -	\$ -	\$ 5,320
Additional Coordination with SRP					
1 SRP/OSHA Clearance Calculations	2	21	10	1	
	2	21	10	1	34
	\$ 220	\$ 1,995	\$ 750	\$ 35	\$ 3,000

Total Design Fee **\$ 8,320**



HILFIKER RETAINING WALLS

1902 Hilfiker Lane
Eureka, California 95503-5711
PH (707) 443-5093 • FAX (707) 443-2891
(800) 762-8962

ENGINEERING QUOTATION

PROJECT NO. **060906BG**

Revision 2

(hereinafter referred to as Buyer)

To: **EPG Environmental Planning Group (Mr. Scott Peters, RLA, ASLA)**

Address: 4141 North 32nd Street, Suite 102, Phoenix, AZ 85018 ph# (602)956-4370 fax# (602)956-4374 e-mail SPeters@epgaz.com

Project Name: **Western Canal Multi-Use Path**

Bid Date: Estimate

Location: Tempe, Arizona 85280

Agency, Owner & (Engineer): City of Tempe

Item No.	Description	Estimated Quantity	Unit Price	TOTAL
Engineering Only				
	Engineering	1 Lump Sum		\$3,000.00
TOTAL				\$3,000.00
Engineering: This price is ONLY for stamped calculations for the current drawings (no stamped drawings) and a spec. If engineered drawings, and specifications (Internal Stability Only); are required at a later date, there will be additional engineering charges. These charges will be calculated when and if needed.				
Reference: Engineering Quote only per conversation with Scott Peters on 3/24/08				

OTHER TERMS AND CONDITIONS

- 1 F.O.B. Point: _____
- 2 Terms: **Net 30 Days ##**
All accounts not paid within 30 days after receipt of merchandise will carry a **FINANCE CHARGE** of 1.5% per month which is an annual rate of 18%. All costs, charges and expenses, including attorney's fees and court costs incurred by Seller in collecting money due on any account, will be added to the account, and the Buyer agrees to pay all such sums.
NO RETENTION will be withheld from contracts; we are a manufacturer and we do not provide labor.
- 3 DUE TO CONTINUING INCREASES IN STEEL PRICING, THIS MATERIAL PRICING WILL BE SUBJECT TO ESCALATION FOR ORDERS PLACED AFTER: _____
- 5 Delivery: This signed and accepted quotation must be received by Hilfiker Retaining Walls prior to wall fabrication. Delivery in full truck load lots will be made in a timely manner acceptable to both Buyer and Hilfiker Retaining Walls. Buyer to unload with mechanical equipment, Normal highway truck is used to haul this commodity. Truck must be able to access drop-off point under own power (going & returning).
- 6 Responsibility: Hilfiker Retaining Walls will abide by the terms of this agreement. Hilfiker Retaining Walls is not responsible for any damage to materials as a result of unloading, storage, transfer, and/or installation. Damage must be repaired in an acceptable manner prior to wall installation.
- 7 Delays: Hilfiker Retaining Walls will not be held liable for delays in delivery date due to circumstances beyond its reasonable control; such as acts of God, acts of Government, weather-related incidents, performance failure by suppliers, etc. Excusable delays do not relieve Buyer of obligation to accept and pay for all materials specified in the Agreement.
- 8 **PRICE EXCLUDES THE CURRENT STATE SALES TAX FOR COUNTY OF DELIVERY**, as well as any other applicable Federal, Local, Use, Personal Property or Excise Taxes which are the responsibility of the Buyer.
If the Purchase is for Resale, the Buyer must furnish the number and certificate to Hilfiker prior to Shipment. Certificate Number: _____
- 9 Other exceptions /requirements: _____

Hilfiker Retaining Walls

P.O. /Contract No.: _____

By: _____
Name: **Bill Hilfiker**
Title: **Executive Vice President**
Date: **Revision 2** **28-March-2008**

Accepted By: _____
Name and Title: _____
Date Accepted: _____
Date Requested For Engineered Submittal: _____

Original File Copy Quote File Rep Copy

Brenda Copy

K.P.C.

TY Lin International

60 E. Rio Salado Parkway, Suite 501
Tempe, AZ 85281
(480) 968-8814

Proposal for the Provision of Limited Professional Engineering Services

Date: 4/04/08

Client: EPG
4141 North 32nd Street, #102
Phoenix, Az 85016

Project: Western Canal – Barrier Fence, Boulder Wall and Gong Dong
Tempe, Arizona

Location: Tempe, Arizona

Scope of
Services:

1. Design of Barrier Fences
2. Design of Boulder Walls
3. Design of Gong Dong

Excluded
Services:

1. Geotechnical Investigations and Report
2. Field Surveying
3. Environmental services
4. Costs for all permits
5. CADD drawings

Supply by
Client:

1. Dimensions of Fence, Gong Dong, and Boulder Wall Heights
2. Surveying and mapping if needed
3. Costs for applications and permits
4. CADD drawings

Professional
Fees: Lump Sum \$3,000.00

Direct
Expenses: Direct Expenses part of Lump Sum

K.D.C.

T.Y. Lin International

pg 2

- Special Conditions:
- The applicable design code shall be International Building Code 2003
 - Units shall be shown as customary US (fps)
 - The official language for all drawings, communications and documents shall be English
 - Plans will be in compliance with all applicable laws, rules and regulations.

The General Terms and Conditions attached hereto are incorporated into this Agreement in their entirety.

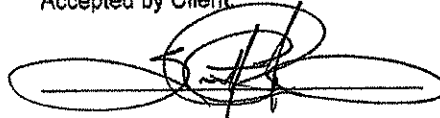
Accepted for ***TY Lin International***

by:



Daniel Heller, PE
Vice President

Accepted by Client:



for: EPG

K.D.C.

General Terms and Conditions

Access to Site

Unless otherwise stated, the Client will provide TYLI with access to the site for activities necessary for the performance of the services provided under this Agreement. Such access will be for the purposes of engineering service, and will in no way obligate TYLI for inspection, reporting, safety review, or other duties not specifically identified in the scope of this Agreement.

Billings/Payments

Invoices will be submitted monthly on or about the 5th day of the month in a format acceptable to the client, or otherwise as appropriate. All invoices are due and payable in US dollars when rendered. Invoices shall be considered past due if not paid within 45 calendar days of the invoice date. A service charge of 1.5% per month will be assessed to overdue balances. At the discretion of TYLI, services may be terminated without liability whatsoever to the Client in the event of past due invoices. Retainers will be credited on the final invoice. Progress drawings will be provided to Client upon request.

Limitations

TYLI's professional services are performed using a degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in this field. No other warranty, expressed or implied, is made as to the professional advice presented pursuant to the performance of this Agreement.

Assignment

Neither party to this Agreement may assign rights, privileges or duties conferred or obligated under this Agreement without the written consent of the other Party.

Information Provided by Others

TYLI shall be entitled to rely upon the accuracy and completeness of information provided to TYLI by the Client or his agents. The Client waives any claim against TYLI and agrees to indemnify and hold TYLI harmless from any and all claims, damages, losses and expenses (including attorneys fees) arising or allegedly arising from errors, omissions or inaccuracies in information provided by the Client or his agents to TYLI.

Electronic Delivery

TYLI may, either as a scheduled deliverable or as incidental communication, forward drawings, sketches, renderings, or text documents to the Client as electronic files. All such articles are instruments of service under this Agreement. Electronic transmittals are for the convenience of the parties, and printed copies of submittals shall remain the official record of delivery. The Client shall verify that any reproduction or other use of electronic files conforms to the detail of the printed copy. The Client shall not transfer files to a third party or apply the materials within the electronic submittal for any use other than the specific scope of this Agreement without the written approval of TYLI, and shall hold TYLI harmless for all damages resulting from the use of electronic files provided under this Agreement.

Indemnification

The Client shall indemnify and hold harmless TYLI and all of its personnel from and against any and all claims, damages, losses and expenses (including attorneys fees) arising out of or resulting from the performance of services; provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, or anyone for whose acts the aforementioned may be liable.

Risk Allocation

As part of the consideration for this Agreement, and in consideration of the benefits that accrue to the Client by TYLI service, the parties agree that, to the fullest extent permitted by law, TYLI's total liability to the Client, for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of the TYLI fee, whichever is the greater. Such causes include, but are not limited to, TYLI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This Agreement may be terminated upon 14 days written notice by either party for cause or convenience. In the event of termination, the Client shall pay TYLI for all services rendered to the effective date of termination. In the event of termination by the Client, the Client shall hold TYLI harmless for any and all liabilities arising out of all uses of partial engineering services provided to the Client under this Agreement.

Ownership of Documents

All documents produced by TYLI under this Agreement are instruments of service for the project covered under this Agreement, and shall remain the property of TYLI. The architectural design of the bridge element shall be the property of the Client and may not be re-used by TYLI unless approved by the Client. The Client agrees to indemnify and hold harmless TYLI from any and all claims and expenses, including attorney fees, that arise due to the reuse of the documents produced by TYLI under this Agreement.

Applicable Law

This Agreement shall be governed by the laws of the State of Arizona, with venue in Maricopa County, AZ.

Severability

Should any provision of this Agreement be declared by a court of law to be void or unenforceable, the parties agree that all other provisions of this Agreement shall remain in full force and effect.